



The nationwide gondola pool

RECORDATION NO. 12989-1  
OCT 17 1984 - 9 55 AM  
INTERSTATE COMMERCE COMMISSION

RAILGON COMPANY  
101 NORTH WACKER DRIVE  
CHICAGO, ILLINOIS 60606  
(312) 853-3223

No. OCT 20 1984  
Date  
Fee \$ 30.00  
ICC Washington, D.C.  
4 2914034

RECORDATION NO. 12989-4  
OCT 17 1984 - 9 55 AM  
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 12989-2  
OCT 17 1984 - 9 55 AM  
INTERSTATE COMMERCE COMMISSION

October 15, 1984

Dear Mr. Bayne:

On behalf of Railgon Company, I submit for filing and recording, under 49 U.S.C. §11303(a) and the regulations promulgated thereunder, the ~~two~~ enclosed executed originals of each of the following secondary documents:

1. "Amendment of Conditional Sale Agreement (No. 3);"
2. "Amendment to Lease of Railroad Equipment (No. 3);"
- and
3. "Amendment to Assignment of Lease and Agreement (No. 3)."

and certified  
true copy

Prior recordations relating to these documents are as follows:

1. Conditional Sale Agreement dated as of February 1, 1981, recorded under Recordation No. 12989;
2. Agreement and Assignment dated as of February 1981, recorded under Recordation No. 12989-A;
3. Lease of Railroad Equipment (No. 3) dated as of February 1, 1981, recorded under Recordation No. 12989-B;
4. Assignment of Lease and Agreement dated as of February 1, 1981, recorded under Recordation No. 12989-C;
5. Amendment Agreement No. 1 dated as of August 15, 1981, recorded under Recordation No. 12989-D;
6. Amendment Agreement No. 2 dated as of August 15, 1982, recorded under Recordation No. 12989-E; and
7. Amendment to Lease of Railroad Equipment (No. 3) dated as of January 1, 1984, recorded under Recordation No. 12989-F.

RECEIVED  
OCT 17 1984  
11 05 AM '84  
FEDERAL BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE

*[Handwritten signature]*

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Honorable James H. Bayne

Please file the enclosed documents under Recordation No. 12989 under the next available letters.

The parties to these transactions are as follows:

Railgon Company - Lessee  
101 North Wacker Drive  
Chicago, Illinois 60606

The Connecticut Bank and Trust Company,  
National Association - as Trustee for  
Owner, and as Lessor  
One Constitution Plaza  
Hartford, Connecticut 06115

Mercantile-Safe Deposit and Trust Company  
- as Agent  
2 Hopkins Plaza  
Baltimore, Maryland 21201

The equipment covered by the enclosed documents is as set forth below:

<u>Car Type</u>	<u>AAR Mechanical Designation</u>	<u>No. of Units</u>	<u>Reporting Marks</u>	<u>Car Numbers</u>
52'6" 100 ton gondola cars	GB	1297	GONX	310841 - 310999  350362 - 351499

Enclosed is a check in the amount of \$30 to pay the recording fee for the instant documents.

A short summary of the documents to appear in the Index is as follows:

"Amends the filing under Recordation No. 12989, to provide for the lease of certain gondola cars."

Once the filing has been made, please keep <sup>the</sup> one executed original of each document for your files and return to bearer the other stamped ~~executed originals~~, together with the fee receipt,

*Copies*

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Honorable James H. Bayne

the letter from the ICC acknowledging the filing, and the four extra copies of this letter of transmittal.

Very truly yours,



T. D. Marion  
Assistant Treasurer

Honorable James H. Bayne  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Enclosures  
TDM/gno

BY HAND

OCT 17 1984 -9 35 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO LEASE OF RAILROAD EQUIPMENT (No. 3)

AMENDMENT made as of the 15th day of October, 1984 between RAILGON COMPANY, a Delaware corporation (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, acting not in its individual capacity but solely as Trustee (hereinafter, together with its successors and assigns, called the "Trustee") acting under a Trust Agreement dated as of February 1, 1981 with General Electric Credit Corporation (the "Owner").

RECITALS

WHEREAS, the Trustee and the Lessee are parties to a Lease of Railroad Equipment, dated as of February 1, 1981 (the "Lease"), pursuant to which the Trustee leased to the Lessee certain items of railroad equipment described in Schedule A thereto (the "Equipment");

WHEREAS, by an Assignment of Lease and Agreement dated as of February 1, 1981, the Trustee assigned its rights in, to and under the Lease to Mercantile-Safe Deposit and Trust Company, not in its individual capacity but solely as agent (the "Agent") for certain institutional investors under a

Participation Agreement dated as of February 1, 1981 among the Trustee, the Owner, the Agent, the Investors listed therein and the Lessee;

WHEREAS, the Lease was amended pursuant to the Amendment to Lease of Railroad Equipment (No. 3) dated as of January 1, 1984 in connection with the restructuring of certain indebtedness of the Lessee under the Override and Restructuring Agreement (the "Override Agreement") dated as of January 1, 1984 by and among the Lessee, the Trustee, the Owner, the Agent, the Investors listed on Schedule A to the Override Agreement and Trailer Train Company, a Delaware corporation;

WHEREAS, the Trustee has as of this date entered into Leases of Railroad Equipment with each of The Baltimore and Ohio Railroad Company and The Chesapeake and Ohio Railway Company, pursuant to which the Trustee has leased to each entity certain items of the Equipment described in Schedule A hereto; and

WHEREAS, in consideration of the foregoing, the parties to the Lease have agreed to amend the Lease on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. The following paragraph is added at the end of Section 2 of the Lease:

"The parties hereto acknowledge that the Trustee is entering into two Leases of Railroad Equipment dated as of October 15, 1984 (collectively, the "Chessie Leases") with each of The Baltimore and Ohio Railroad Company and The Chesapeake and Ohio Railway Company (collectively, the "Chessie Lessees") pursuant to which the Trustee is leasing to the Chessie Lessees the Units (the "Chessie Units") described in Schedule A to that certain Amendment to Lease of Railroad Equipment (No. 3) dated as of October 15, 1984 between the Trustee and the Lessee. Notwithstanding anything contained in this Lease to the contrary, including, without limitation, Section 12, the parties agree that the Chessie Units are released from the Lease and the Lease (other than the provisions of this paragraph and the provisions of the Lease that survive the termination of the Lease) is terminated as to such Chessie Units. For purposes of this Lease the term "Units" shall mean the Units then remaining subject to this Lease as of the date of determination."

2. The first two paragraphs of Section 13 of the Lease are hereby amended to read in their entirety as follows:

"§ 13. Renewals. The Trustee intends to retain the Units for re-lease at the expiration of the term of this Lease. Provided that (i) this Lease has not been earlier terminated, (ii) the Lessee is not in default hereunder and (iii) the Owner shall have made advances to the Lessee during the Override Period pursuant to the Override Agreement, the term of this Lease in respect of all, but not fewer than all, of the Units then covered by this Lease shall be extended for one additional two-year period commencing on the scheduled expiration of the original term of this Lease, at a semiannual rental equal to 5.486% of the aggregate Purchase Price of all such Units provided that the Owner shall have advanced to the Lessee not less than \$6,000,000 pursuant to the Override Agreement or, if the Owner shall have advanced

less than \$6,000,000 to the Lessee pursuant to the Override Agreement, such rental shall equal the product of multiplying such semiannual rental by a fraction the numerator of which is the amount (up to \$6,000,000) so advanced by the Owner and the denominator of which is \$6,000,000; such rental is payable in arrears on June 15 and December 15 in each year of the extended term of this Lease.

Provided that (i) this Lease has not been earlier terminated, (ii) the Lessee is not in default hereunder, and (iii) the Owner shall have advanced to the Lessee in excess of \$6,000,000 during the Override Period pursuant to the Override Agreement, the term of this Lease as extended pursuant to the first paragraph of this § 13 shall be extended in respect of all, but not fewer than all, of the Units then covered by this Lease for an additional two-year period commencing on the scheduled expiration of the first extended two-year term of this Lease at a rental amount equal to the greater of (a) 5.486% of the aggregate Purchase Price of all such Units and (b) the Fair Market Rental, payable in semiannual payments on the semi-annual anniversaries of the expiration of the preceding extended term; provided, however, that if the Owner shall have advanced less than \$12,000,000 to the Lessee pursuant to the Override Agreement, such rental shall equal the product of multiplying the applicable rental set forth above by a fraction, the numerator of which is the total amount so advanced by the Owner and the denominator of which is \$12,000,000.

3. Except as modified or amended hereby, the Lease shall remain in full force and effect in accordance with its terms. This Amendment may be executed in two or more counterparts which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized

officers as of the date first above written.

RAILGON COMPANY

By   
Title TREASURER

[Corporate Seal]  
Attest:

  
Assistant Secretary

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
not in its individual capacity,  
but solely as Trustee

By \_\_\_\_\_  
Authorized Officer

[Seal]  
Attest:

\_\_\_\_\_  
Authorized Officer

officers as of the date first above written.

RAILGON COMPANY

By \_\_\_\_\_  
Title

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
not in its individual capacity,  
but solely as Trustee

By   
Authorized Officer

[Seal]  
Attest:

  
Authorized Officer

STATE OF *Illinois* )  
COUNTY OF *Cook* ) ss.:

On this *15th* day of October, 1984, before me personally appeared *R. E. Zimmerman* to me personally known, who, being by me duly sworn, says that he is the ~~TREASURER~~ of *RAILGON COMPANY*, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*James O'Brien*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires:

My Commission Expires October 28, 1987

STATE OF Connecticut     )  
                                  ) ss.:  
COUNTY OF Hartford     )

On this 12th day of October, 1984, before me personally appeared F. W. Kawam to me personally known, who, being by me duly sworn, says that he is the Vice President of The Connecticut Bank and Trust, N.A., one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

RUTH A. EMERSON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1989

[Notarial Seal]

My Commission Expires:

SCHEDULE A

Description of Units Leased to the Chessie Lessees

<u>Builder/Description</u>	<u>Quantity</u>	<u>Serial Nos.</u>	<u>Cost Unit</u>	<u>Total</u>
<u>Pullman Incorporated</u>	138	350362-350499	\$42,880.00	\$ 5,917,440.00
52'6", 100-ton capacity, fixed end gondola car; AAR Mechanical Designa- tion; G-B	1,000	350500-351499	44,860.74	\$44,860,740.00
				<u>50,778,180.00</u>

CERTIFICATE OF TRUE COPY

STATE OF NEW YORK                    )  
  ) SS.:  
COUNTY OF NEW YORK                )

I, Stewart E. Tabin, a member of the Bar of the State of New York, do hereby certify that I have compared the attached copy of the document entitled "Amendment to Lease of Railroad Equipment (No. 3)" with an executed original counterpart thereof and find the said attached copy to be in all respects a true, correct and complete copy of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature this 15th day of October, 1984.

Stewart E. Tabin  
Stewart E. Tabin

Subscribed and sworn to before  
me this 15th day of October, 1984

Richard B. Skaff  
Notary Public

My commission expires:

RICHARD B. SKAFF  
Notary Public, State of New York  
No. 31-4743958  
Qualified in New York County  
Commission Expires March 30, 1985